

STATE OF ARIZONA

Department of Health Services

NOTICE OF REQUEST FOR PROPOSALS

ARIZONA DEPARTMENT OF HEALTH SERVICES

1740 West Adams Street
Phoenix, Arizona 85007
(602) 542-1040
(602) 542-1741 Fax

SOLICITATION NUMBER:

SOLICITATION NUMBER: HP754020

SOLICITATION DUE DATE/TIME:

Solicitation Due Date: September 22, 2006 3:00 P.M., MST

SUBMITTAL LOCATION:

Arizona Department of Health Services
Office of Procurement
1740 West Adams Street, Room 303
Phoenix, Arizona 85007

DESCRIPTION:

WIC Program Cost Reimbursement

PRE-OFFER CONFERENCE:

September 14,
2006

1:00 pm

1740 W. Adams, Room 309
RSVP-(602) 542-1043

Date

Time

Location

In accordance with A.R.S. § 41-2534, competitive sealed proposals for the services specified will be received by the Arizona Department of Health Services at the above specified location, until the time and date cited. Offers received by the correct time and date will be opened and the name of each offeror will be publicly read.

Offers must be in the actual possession of the Arizona Department of Health Services on or prior to the time and date, and at the location indicated above. Late offers will not be considered.

Offers must be submitted in a sealed envelope or package with the Solicitation number and the offeror's name and address clearly indicated on the envelope or package. All offers must be completed in ink or typewritten. Additional instructions for preparing an offer are included in this solicitation.

With 72 hours prior notice, persons with disabilities may request special accommodations such as interpreters, alternative formats, or assistance with physical accessibility. Such requests are to be addressed to the Solicitation Contact Person named below.

OFFERORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION

Solicitation Contact Person:

Denise Pawlak, Procurement Specialist

Name

602-542-1043

Telephone Number

Email: pawlakd@azdhs.gov

Procurement Administrator

Date

UNIFORM INSTRUCTIONS TO OFFERORS

SOLICITATION NUMBER: HP754020

1. Definition of Terms. As used in these Instructions, the terms listed below are defined as follows:

- a. *"Attachment"* means any item the Solicitation requires an Offeror to submit as part of the Offer.
- b. *"Contract"* means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments; and any terms applied by law.
- c. *"Contract Amendment"* means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.
- d. *"Days"* means calendar days unless otherwise specified.
- e. *"Exhibit"* means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.
- f. *"Gratuity"* means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
- g. *"Offer"* means bid, proposal or quotation.
- h. *"Offeror"* means a vendor who responds to a Solicitation.
- i. *"Procurement Officer"* means the person duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract or his or her designee.
- j. *"Solicitation"* means an Invitation for Bids ("IFB"), a Request for Proposals ("RFP"), or a Request for Quotations ("RFQ").
- k. *"Solicitation Amendment"* means a written document that is authorized by the Procurement Officer and issued for the purpose of making changes to the Solicitation.
- l. *"Subcontract"* means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.
- m. *"State"* means the State of Arizona and Department or Agency of the State that executes the Contract.

2. Inquiries

- a. Duty to Examine. It is the responsibility of each Offeror to examine the entire Solicitation, seek clarification in writing, and check its Offer for accuracy before submitting the Offer. Lack of care in preparing an Offer shall not be grounds for withdrawing the Offer after the Offer due date and time, nor shall it give rise to any Contract claim.
- b. Solicitation Contact Person. Any inquiry related to a Solicitation, including any requests for or inquiries regarding standards referenced in the Solicitation, shall be directed solely to the Solicitation contact person. The Offeror shall not contact or direct inquiries concerning this Solicitation to any other State employee unless the Solicitation specifically identifies a person other than the Solicitation contact person as a contact.
- c. Submission of Inquiries. The Procurement Officer or the person identified in the Solicitation as the contact for inquiries may require that an inquiry be submitted in writing. Any inquiry related to a Solicitation shall refer to the appropriate Solicitation number, page and paragraph. Do not place the Solicitation number on the outside of the envelope containing that inquiry, since it may then be identified as an Offer and not be opened until after the Offer due date and time.
- d. Timeliness. Any inquiry shall be submitted as soon as possible and at least seven days before the Offer due date and time. Failure to do so may result in the inquiry not being considered for a Solicitation Amendment.
- e. No Right to Rely on Verbal Responses. Any inquiry that results in changes to the Solicitation shall be answered solely through a written Solicitation Amendment. An Offeror may not rely on verbal responses to its inquiries.
- f. Solicitation Amendments. The Solicitation shall only be modified by a Solicitation Amendment.
- g. Pre-Offer Conference. If a pre-Offer conference has been scheduled under this Solicitation, the date, time and location shall appear on the Solicitation cover sheet or elsewhere in the Solicitation. An Offeror should raise any questions they may have about the Solicitation or the procurement at that time. An Offeror may not rely on any verbal responses to questions at the conference. Material issues raised at the conference that result in changes to the Solicitation shall be answered solely through a written Solicitation Amendment.
- h. Persons With Disabilities. Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the Solicitation contact person. Requests shall be made as early as possible to allow time to arrange the accommodation.

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3. Offer Preparation

- a. Forms: No Facsimile or Telegraphic Offers. An Offer shall be submitted either on the forms provided in this Solicitation or their substantial equivalent. Any substitute document for the forms provided in this Solicitation will be legible and contain the same information requested on the forms. A facsimile, telegraphic, mailgram or electronic mail Offer shall be rejected.
- b. Typed or Ink; Corrections. The Offer shall be typed or in ink. Erasures, interlineations or other modifications in the Offer shall be initialed in ink by the person signing the Offer. Modifications shall not be permitted after Offers have been opened except as otherwise provided under applicable law.
- c. Evidence of Intent to be Bound. The Offer and Acceptance form within the Solicitation shall be submitted with the Offer and shall include a signature by a person authorized to sign the Offer. The signature shall signify the Offeror's intent to be bound by the Offer and the terms of the Solicitation and that the information provided is true, accurate and complete. Failure to submit verifiable evidence of an intent to be bound, such as an original signature, shall result in rejection of the Offer.
- d. Exceptions to Terms and Conditions. All exceptions included with the Offer shall be submitted in a clearly identified separate section of the Offer in which the Offeror clearly identifies the specific paragraphs of the Solicitation where the exceptions occur. Any exceptions not included in such a section shall be without force and effect in any resulting Contract unless such exception is specifically referenced by the Procurement Officer in a written statement. The Offeror's preprinted or standard terms will not be considered by the State as a part of any resulting Contract.
 - i. Invitation for Bids: An Offer that takes exception to a material requirement of any part of the Solicitation, including terms and conditions, shall be rejected.
 - ii. Request for Proposals: All exceptions that are contained in the Offer may negatively affect the State's proposal evaluation based on the evaluation criteria as stated in the Solicitation or result in rejection of the Offer.
- e. Subcontracts. Offeror shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities in the Offer.
- f. Cost of Offer Preparation. The State will not reimburse any Offeror the cost of responding to a Solicitation.
- g. Solicitation Amendments. Each Solicitation Amendment shall be signed with an original signature by the person signing the Offer, and shall be submitted no later than the Offer due date and time. Failure to return a signed copy of a material Solicitation Amendment may result in rejection of the Offer.
- h. Federal Excise Tax. The State of Arizona is exempt from certain Federal Excise Tax on manufactured goods. Exemption Certificates will be prepared upon request.
- i. Provision of Tax Identification Numbers. Offerors are required to provide their Arizona Transaction Privilege Tax Number and/or Federal Tax Identification number, if applicable, in the space provided on the Offer and Acceptance Form and provide the tax rate and amount, if applicable, on the Price Sheet.
- j. Employee Identification. Offeror agrees to provide an employee identification number or social security number to the State for the purposes of reporting to appropriate taxing authorities, monies paid by the State under this contract. If the federal identifier of the offeror is a social security number, this number is being requested solely for tax reporting purposes and will be shared only with appropriate state and federal officials. This submission is mandatory under 26 U.S.C. § 6041 A.
- k. Identification of Taxes in Offer. The State of Arizona is subject to all applicable taxes. Offerors shall indicate taxes as a separate item in the Offer.
- l. Disclosure. If the firm, business or person submitting this Offer has been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any Federal, state or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the Offeror shall fully explain the circumstances relating to the preclusion or proposed preclusion in the Offer. The Offeror shall include a letter with its Offer setting forth the name and address of the governmental unit, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above shall be provided.
- m. Solicitation Order of Precedence. In the event of a conflict in the provisions of this Solicitation, the following shall prevail in the order set forth below:
 - i. Special Terms and Conditions;
 - ii. Uniform Terms and Conditions;

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- iii. Statement or Scope of Work;
 - iv. Specifications;
 - v. Attachments;
 - vi. Exhibits;
 - vii. Special Instructions to Offerors;
 - viii. Uniform Instructions to Offerors.
- n. Delivery. Unless stated otherwise in the Solicitation, all prices shall be Freight on Board (F.O.B.) Destination and shall include all delivery and unloading at the destination(s).

4. Submission of Offer

- a. Sealed Envelope or Package. Each Offer shall be submitted to the submittal location identified in this Solicitation, in a sealed envelope or package that identifies its contents as an Offer and the Solicitation number to which it responds. The appropriate Solicitation number shall be plainly marked on the outside of the envelope or package.
- b. Offer Amendment or Withdrawal. An Offer may not be amended or withdrawn after the Offer due date and time except as otherwise provided under applicable law.
- c. Public Record. Under applicable law, all Offers submitted and opened are public records and must be retained by the State. Offers shall be open to public inspection after Contract award, except for such Offers deemed to be confidential by the State. If an Offeror believes that information in its Offer should remain confidential, it shall stamp as confidential that information and submit a statement with its Offer detailing the reasons that information should not be disclosed. The State shall make a determination on whether the stamped information is confidential pursuant to the Arizona Procurement Code.
- d. Non-collusion, Employment, and Services. By signing the Offer and Acceptance Form or other official contract form, the Offeror certifies that:
 - i. It did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its Offer; and
 - iii. It does not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and that it complies with all applicable Federal, state and local laws and executive orders regarding employment.

5. Evaluation

- a. Unit Price Prevails. Where applicable, in the case of discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price or rate shall govern.
- b. Taxes. Arizona transaction privilege and use taxes shall not be considered when evaluating Offers.
- c. Late Offers. An Offer submitted after the exact Offer due date and time shall be rejected.
- d. Disqualification. The Offer of an Offeror who is currently debarred, suspended or otherwise lawfully prohibited from public procurement activity shall be rejected.
- e. Evaluation Criteria. Proposals will be evaluated as stated in Special Instructions to Offerors, paragraph 5. Evaluation Criteria.
- f. Offer Acceptance Period. An Offeror submitting an Offer under this Solicitation shall hold its Offer open for the number of days from the Offer due date that is stated in the Solicitation. If the Solicitation does not specifically state a number of days for Offer acceptance, the number of days shall be one hundred and twenty (120). If a Best and Final Offer is requested pursuant to a Request for Proposals, an Offeror shall hold its Offer open for one hundred and twenty (120) days from the Best and Final Offer due date.
- g. Payment. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the State within thirty (30) days.
- h. Waiver and Rejection Rights. Notwithstanding any other provision of the Solicitation, the State reserves the right to:
 - i. Waive any minor informality;
 - ii. Reject any and all Offers or portions thereof; or
 - iii. Cancel a Solicitation.

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6. Award

- a. Number or Types of Awards. Where applicable, the State reserves the right to make multiple awards or to award a Contract by individual line items or alternatives, by group of line items or alternatives, or to make an aggregate award, whichever is deemed most advantageous to the State. If the Procurement Officer determines that an aggregate award to one Offeror is not in the State's best interest, "all or none" Offers shall be rejected.
- b. Contract Inception. An Offer does not constitute a Contract nor does it confer any rights on the Offeror to the award of a Contract. A Contract is not created until the Offer is accepted in writing by the Procurement Officer's signature on the Offer and Acceptance Form. A notice of award or of the intent to award shall not constitute acceptance of the Offer.
- c. Effective Date. The effective date of this Contract shall be the date that the Procurement Officer signs the Offer and Acceptance form or other official contract form, unless another date is specifically stated in the Contract.

7. Protests

A protest shall comply with and be resolved according to Arizona Revised Statutes Title 41, Chapter 23, Article 9 and rules adopted there under. Protests shall be in writing and be filed with both the Procurement Officer of the purchasing agency and with the State Procurement Administrator. A protest of a Solicitation shall be received by the Procurement Officer before the Offer due date. A protest of a proposed award or of an award shall be filed within ten (10) days after the protester knows or should have known the basis of the protest. A protest shall include:

- a. The name, address and telephone number of the protester;
- b. The signature of the protester or its representative;
- c. Identification of the purchasing agency and the Solicitation or Contract number;
- d. A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and
- e. The form of relief requested.

8. Comments Welcome

The Enterprise Procurement Services periodically reviews the Uniform Instructions to Offerors and welcomes any comments you may have. Please submit your comments to: State Procurement Administrator, Enterprise Procurement Office, 100 N.15th Avenue, Suite 104, Phoenix, Arizona, 85007.

SPECIAL INSTRUCTIONS TO OFFERORS

SOLICITATION NO. HP754020

1. PRE-OFFER CONFERENCE:

- a. Prospective offerors are invited to attend a pre-proposal conference. The date, time and location of this conference are indicated below. The purpose of this conference will be to clarify the contents of this request for proposals in order to prevent any misunderstanding of the Department's position. Any doubt as to the requirements of this request for proposals or any apparent omission or discrepancy should be presented to the Department at this conference. The Department will then determine the appropriate action necessary, if any, and may issue a written amendment to the request for proposals. Oral statements or instructions shall not constitute an amendment to this request for proposals.

Conference date: September 14, 2006
Conference time: 1:00 p.m.
Conference location: 1740 West Adams Street, Room 309, Phoenix, AZ 85007

- b. Those who are planning to attend the pre-offer conference should RSVP to Denise Pawlak by email pawlakd@azdhs.gov or phone at 602-542-1043 no later than September 13, 2006. It is strongly suggested that the Offerors attend the Pre-Offer Conference.

2. OFFEROR QUALIFICATIONS:

- a. Offeror shall be a public or private nonprofit health or human service agency per Catalog of Federal Domestic Assistance (CFDA) 10.557 Eligibility Requirements:
(http://12.46.245.173/pls/portal30/CATALOG.PROGRAM_TEXT_RPT.SHOW?p_arg_names=prog_nbr&p_arg_values=10.557).
- b. Offeror shall be located in and provide services in either Maricopa County or Pima County, Arizona.
- c. Offeror shall have a T1 dataline, or have the capability for the installation of a T1 dataline.

3. PROPOSAL REQUIREMENTS:

One (1) original and four (4) copies of each proposal shall be submitted on the forms and in the format specified in the RFP. The original copy of the proposal should be clearly labeled "ORIGINAL". The Department will not provide any reimbursement for the cost of developing or presenting proposals in response to this RFP. Failure to include the requested information may have a negative impact on the evaluation of the offeror's proposal. Proposals shall have an index, and tabs for each section. The original, ink signed proposal and each one of the three copies need to be organized in a 1 inch, 3 ring binder, with tabs for each section as indicated below:

- a. Table of Contents.
- b. Offer and Acceptance Form, included in this RFP as an attachment. Complete the top portion of the form and sign by authorized person.
- c. Uniform Terms and Conditions and Special Terms and Conditions, included in this RFP, provide one set with the original proposal only.
- d. Method of Approach, written responses to Task Methodologies, (**The Tasks Summary shall not exceed 10 pages**)
- e. Written Evaluation Executive Summary requirement, (**The narrative for the Summary shall not exceed 2 pages**)
- f. Program Operations Worksheet with required attachments.

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- g. Offeror's Resumes, licenses/certificates and References .
- h. Price Sheet and related Budget Worksheet included in this RFP as an Attachment. Completed Price Sheet and Worksheet.
- i. Scope of Work Notices, Correspondence and Reports section: Provide the required information.
- j. All Amendments. (if applicable)

4. WRITTEN EVALUTION REQUIREMENTS:

- a. Offeror shall provide TASKS Methodology: a written narrative of the method of approach to be utilized in performance of each of the TASKS in the Scope of Work.
- b. Offeror shall provide a written Evaluation Executive Summary: describing the Offeror's ability to provide services, including the following:
 - 1. Background information including qualifications and experience of Offeror, and information related to the Offeror's Qualifications listed above.
 - 2. Description of current ability to provide services under this contract.
 - 3. Any knowledge or experience related to the Special Supplemental Nutrition Program for Women, Infants, and Children (WIC).
- c. PROGRAM OPERATIONS WORKSHEET (Attachment B) with supporting documentation for T1 lines and completed WIC STAFF TRAINING PLAN forms (Attachment C).
- d. Offeror shall provide resumes and licenses/certificates of all staff that will be assigned to work on this contract, an organization chart, and the most recent financial statement.
- e. Offeror shall provide three references of prior or current customers, to include the name, phone number, dates and description of services.
- f. Price Sheet completed using the information from the Budget Development Guidelines and Worksheet (Attachment A)

5. PROPOSAL OPENING:

Proposals shall be opened publicly at the time and place designated on the cover page of this document. The name of each Offeror shall be read at this time. After Contract award, the proposals and evaluation documents shall be open for public inspection.

6. EVALUATION CRITERIA:

In accordance with A.R.S. § 41-2534, competitive sealed proposals, awards shall be made to the responsible offeror(s) whose proposal(s) is (are) determined in writing to be the most advantageous to the Department based upon the evaluation criteria listed below. The evaluation factors are listed in the relative order of importance.

- a. TASKS Methodology for provision of the services described on Pages 20-24 .
- b. Written Evaluation Executive Summary described on Page 7 .
- c. PROGRAM OPERATIONS WORKSHEET Information (Attachment B).

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- d. Experience and Expertise based on resumes, when available; references, organizational chart; job descriptions-
- e. Cost-based on the 12 month budget on the contract Price Sheet, page 26.
- f. Conformance to all other RFP Requirements and Conditions.

7. WRITTEN QUESTIONS:

All questions regarding this solicitation shall be submitted in writing no later than ten (10) calendar days prior to the RFP due date to:

Arizona Department of Health Services
Denise Pawlak, Procurement Specialist
1740 West Adams, Room 303
Phoenix, Arizona 85007
Phone No. (602) 542-1043
Fax No. (602) 542-1741
E-mail address: pawlakd@azdhs.gov

8. CONFIDENTIAL INFORMATION:

If a person believes that a proposal contains information that should be withheld, a statement advising the procurement officer of this fact and explaining the reasons for confidentiality shall accompany the submission, and the information shall be so identified wherever it appears. The person shall stamp or specifically identify all information the people believe remains confidential. The information identified by the person as confidential shall not be disclosed until the director makes a written determination. The director shall review the statement and information and shall determine in writing whether the information shall be withheld. If the director determines to disclose the information, the director shall inform the person in writing of such determination.

9. DISCUSSIONS:

In accordance with A.R.S. §41-2534, after the initial receipt of proposals, the Department reserves the option to conduct discussions with those offerors who submit proposals determined by the Department to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of and responsiveness to the solicitation requirements regarding the contract and the relative methods of approach for furnishing the required services.

10. OFFER ACCEPTANCE (120 DAYS):

In order to allow for an adequate evaluation, the state requires an offer in response to this solicitation to be valid and irrevocable for one hundred and twenty days (120) days after the opening time and date.

11. FEDERAL IMMIGRATION AND NATIONALITY ACT:

By submission of the offer, the offeror warrants that both they and all proposed subcontractors are and shall remain in compliance with all federal, state and local immigration laws and regulations relating to the immigration status of their employees. The State may at its sole discretion require evidence of compliance. The offeror shall have 5 days from receipt of the request to supply adequate information. Failure to comply with this instruction or failure to supply requested information within the time frame specified shall result in the offer not being considered for contract award.

UNIFORM TERMS AND CONDITIONS

SOLICITATION NO. HP754020

1. Definition of Terms

As used in this Solicitation and any resulting Contract, the terms listed below are defined as follows:

- A. *"Attachment"* means any item the Solicitation requires the Offeror to submit as part of the Offer.
- B. *"Contract"* means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments; and any terms applied by law.
- C. *"Contract Amendment"* means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.
- D. *"Contractor"* means any person who has a Contract with the State.
- E. *"Days"* means calendar days unless otherwise specified.
- F. *"Exhibit"* means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.
- G. *"Gratuity"* means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
- H. *"Offer"* means bid, proposal or quotation.
- I. *"Offeror"* means a vendor who responds to any type of Solicitation.
- J. *"Procurement Officer"* means the person duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract or their designee.
- K. *"Solicitation"* means an Invitation for Bids (IFB), a Request for Proposals (RFP), or a Request for Quotations (RFQ).
- L. *"Solicitation Amendment"* means a written document that is authorized by the Procurement Officer and issued for the purpose of making changes to the Solicitation.
- M. *"Subcontract"* means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.
- N. *"State"* means the State of Arizona and Department or Agency of the State that executes the Contract.

2. Contract Interpretation

- A. Arizona Law. The law of Arizona applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona Procurement Code, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 23, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 2, Chapter 7.
- B. Implied Contract Terms. Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.
- C. Contract Order of Precedence. In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:
 - 1. Special Terms and Conditions;
 - 2. Uniform Terms and Conditions;
 - 3. Statement or Scope of Work;
 - 4. Specifications;
 - 5. Attachments;
 - 6. Exhibits;
 - 7. Special Instructions to Offerors;
 - 8. Uniform Instruction to Offerors;
 - 9. Other documents referenced or included in the Solicitation.
- D. Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.
- E. Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.

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- F. No Parol Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document.
- G. No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.
- H. Ownership of Intellectual Property. Any and all intellectual property, including but not limited to copyright, invention, trademark, trade name, service mark, and /or trade secrets created or conceived pursuant to or as a result of this Contract and any related subcontract ("Intellectual Property"), shall be work made for hire and the State shall be considered the creator of such Intellectual Property. The agency, department, division, board or commission of the State of Arizona requesting the issuance of this Contract shall own (for and on behalf of the State) the entire right, title and interest to the intellectual Property throughout the world. Contractor shall notify the State, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor(s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the State and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the State. The Intellectual Property shall not be disclosed by the Contractor or its subcontractor(s) to any entity not the State without the express written authorization of the agency, department, division, board or commission of State of Arizona requesting the issuance of the Contract.

3. Contract Administration and Operation

- A. Records. Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other records ("records") relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.
- B. Non-Discrimination. The Contractor shall comply with State Executive Order No. 99-4 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.
- C. Audit. Pursuant to ARS § 35-214, at any time during the term of this Contract and five (5) years thereafter, the Contractor's or any subcontractor's books and records shall be subject to audit by the State and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.
- D. Inspection and Testing. The Contractor agrees to permit access to its facilities, subcontractor facilities and the Contractor's processes for producing the materials, at reasonable times for inspection of the materials covered under this Contract. The State shall also have the right to test at its own cost the materials to be supplied under this Contract. Neither inspection at the Contractor's facilities nor testing shall constitute final acceptance of the materials. If the State determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the State for testing and inspection.
- E. Notices. Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice and an amendment to the Contract shall not be necessary.
- F. Advertising and Promotion of Contract. The Contractor shall not advertise or publish information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.
- G. Property of the State. Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the State. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the State.

4. Costs and Payments

- A. Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the State within thirty (30) days.

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B. Delivery. Unless stated otherwise in the Contract, all prices shall be F.O.B. Destination and shall include all delivery and unloading at the destinations.

C. Applicable Taxes.

1. Payment of Taxes by the State. The State shall pay only the rate and/or amount of taxes identified in the Offer and in any resulting Contract.
2. State and Local Transaction Privilege Taxes. The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect taxes from the buyer does not relieve the seller from its obligation to remit taxes.
3. Tax Indemnification. Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.
4. IRS W9 Form. In order to receive payment under any resulting Contract, Contractor shall have a current IRS W9 Form on file with the State of Arizona.
5. Availability of Funds for the Next State Fiscal Year. Funds may not presently be available for performance under this Contract beyond the current fiscal year. No legal liability on the part of the State for any payment may arise under this Contract beyond the current fiscal year until funds are made available for performance of this Contract. The State shall make reasonable efforts to secure such funds.
6. Availability of Funds for the Current State Fiscal Year. Should the State Legislature enter back into session and reduce the appropriations or for any reason and these goods or services are not funds, the State may take any of the following actions:
 - a) Accept a decrease in price offered by the Contractor;
 - b) Cancel the Contract;
 - c) Cancel the Contract and re-solicit the requirements.

5. Contract changes

- A. Amendments. This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract unless otherwise permitted by the Special Terms and Conditions. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by an unauthorized State employee or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.
- B. Subcontracts. The Contractor shall not enter into any Subcontract under this Contract without the advance written approval of the Procurement Officer. The Subcontract shall incorporate by reference the terms and conditions of this Contract.
- C. Assignment and Delegation. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The State shall not unreasonably withhold approval.

6. Risk and Liability

- A. Risk of Loss. The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.
- B. General Indemnification. To the extent permitted by A.R.S. § 41-621 and § 35-154, the State of Arizona shall be indemnified and held harmless by the Contractor for its vicarious liability as a result of entering into this Contract. Each party to this Contract is responsible for its own negligence.
- C. Indemnification - Patent and Copyright. To the extent permitted by A.R.S. § 41-621 and § 35-154, the Contractor shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of Contract performance or use by the State of materials furnished or work performed under this Contract. The State shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph.

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D. Force Majeure.

1. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.
2. Force Majeure shall not include the following occurrences:
 - a) Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;
 - b) Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or
 - c) Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.
3. If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.
4. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.

- E. Third Party Antitrust Violations. The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this Contract.

7. Warranties

- A. Liens. The Contractor warrants that the materials supplied under this Contract are free of liens.
- B. Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the State of the materials, they shall be:
 1. Of a quality to pass without objection in the trade under the Contract description;
 2. Fit for the intended purposes for which the materials are used;
 3. Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;
 4. Adequately contained, packaged and marked as the Contract may require; and
 5. Conform to the written promises or affirmations of fact made by the Contractor.
- C. Fitness. The Contractor warrants that any material supplied to the State shall fully conform to all requirements of the Contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.
- D. Inspection/Testing. The warranties set forth in subparagraphs A through C of this paragraph are not affected by inspection or testing of or payment for the materials by the State.
- E. Year 2000.
 1. Notwithstanding any other warranty or disclaimer of warranty in this Contract, the Contractor warrants that all products delivered and all services rendered under this Contract shall comply in all respects to performance and delivery requirements of the specifications and shall not be adversely affected by any date- related data Year 2000 issues. This warranty shall survive the expiration or termination of this Contract. In addition, the defense of *force majeure* shall not apply to the Contractor's failure to perform specification requirements as a result of any date-related data Year 2000 issues.

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2. Additionally, notwithstanding any other warranty or disclaimer of warranty in this Contract, the Contractor warrants that each hardware, software, and firmware product delivered under this Contract shall be able to accurately process date/time data (including but not limited to calculation, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations, to the extent that other information technology utilized by the State in combination with the information technology being acquired under this Contract properly exchanges date-time data with it. If this Contract requires that the information technology products being acquired perform as a system, or that the information technology products being acquired perform as a system in combination with other State information technology, then this warranty shall apply to the acquired products as a system. The remedies available to the State for breach of this warranty shall include, but shall not be limited to, repair and replacement of the information technology products delivered under this Contract. In addition, the defense of *force majeure* shall not apply to the failure of the Contractor to perform any specification requirements as a result of any date-related data Year 2000 issues.

F. Exclusions. Except as otherwise set forth in this Contract, there are no express or implied warranties of merchantability or fitness.

G. Compliance With Applicable Laws. The materials and services supplied under this Contract shall comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.

H. Survival of Rights and Obligations after Contract Expiration or Termination.

1. Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, Chapter 5.

2. Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Officer, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

8. State's Contractual Remedies

A. Right to Assurance. If the State in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the State's option, be the basis for terminating the Contract under the Uniform Terms and Conditions.

B. Stop Work Order.

1. The State may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for a period of ninety (90) Days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

2. If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.

C. Non-exclusive Remedies. The rights and the remedies of the State under this Contract are not exclusive.

D. Nonconforming Tender. Materials supplied under this Contract shall fully comply with the Contract. The delivery of materials or a portion of the materials in an installment that do not fully comply constitutes a breach of contract. On delivery of nonconforming materials, the State may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.

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- E. Right of Offset. The State shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the State, or damages assessed by the State concerning the Contractor's non-conforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform Terms and Conditions.

9. Contract Termination

- A. Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, the State may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.
- B. Gratuities. The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.
- C. Suspension or Debarment. The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body.
- D. Termination for Convenience. The State reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the State without penalty or recourse. Upon receipt of the written notice, the Contractor shall immediately stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the State. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.
- E. Termination for Default.
1. In addition to the rights reserved in the Uniform Terms and Conditions, the State reserves the right to terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.
 2. Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State on demand.
 3. The State may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the State for any excess costs incurred by the State in procuring materials or services in substitution for those due from the Contractor.
- F. Continuation of Performance Through Termination. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.
- 10. Contract Claims** All contract claims or controversies under this Contract shall be resolved according to A.R.S. Title 41, Chapter 23, Article 9, and rules adopted there under.
- 11. Comments Welcome** The Enterprise Procurement Services periodically reviews the Uniform Terms and Conditions and welcomes any comments you may have. Please submit your comments to: The Enterprise Procurement Services, 100 N. 15th Ave., Ste. 104, Phoenix, Arizona, 85007.

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1. PURPOSE:

Pursuant to provisions of the Arizona Procurement Code, A.R.S. §41-2501 et seq., the State of Arizona, Department of Health Services (ADHS) intends to establish a contract for the materials or services as listed herein.

2. TERM OF CONTRACT (1 YEAR):

The term of the contract award shall commence upon award and shall remain in effect thru September 30, 2007, unless terminated, canceled, or extended as otherwise provided herein.

3. CONTRACT EXTENSION (4 YEARS):

By mutual written contract amendment, any resultant contract may be extended for supplemental periods of up to one year for a maximum of four (4) Years of extensions. The contract term shall not exceed a total of five (5) years from the effective date of the contract.

4. CONTRACT TYPE:

☒ COST REIMBURSEMENT

5. LICENSES:

The Contractor shall maintain in current status, all federal, state and local licenses and/or permits required for the operation of the business conducted by the Contractor.

6. INFORMATION DISCLOSURE:

The Contractor shall establish and maintain procedures and controls that are acceptable to the state for the purpose of assuring that no information contained in its records or obtained from the state or from others in carrying out its functions under the contract shall be used or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the contract. Persons requesting such information should be referred to the state. The Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Contractor as needed for the performance of duties under the Contract, unless otherwise agreed to in writing by the state.

7. INDEMNIFICATION CLAUSE:

Contractor shall indemnify, defend, save and hold harmless the State of Arizona its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the State of Arizona.

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This indemnity shall not apply if the Contractor or sub-contractor(s) are an agency, board, commission or university of the State of Arizona.

INSURANCE REQUIREMENTS:

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.

1. **Commercial General Liability – Occurrence Form**
Policy shall include bodily injury, property damage and broad form contractual liability coverage.

General Aggregate	\$2,000,000
Products – Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
Blanket Contractual Liability – Written and Oral	\$1,000,000

 - a. The policy shall be endorsed to include the following additional insured language: "The State of Arizona its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".
 - b. Policy shall contain a waiver of subrogation against the State of Arizona its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by the Contractor.
2. **Automobile Liability**
Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL)	\$1,000,000
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The policy shall be endorsed to include the following additional insured language: "The State of Arizona its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor."
3. **Worker's Compensation and Employers' Liability**
Workers' Compensation Statutory
Employers' Liability

Each Accident	\$ 500,000
Disease – Each Employee	\$ 500,000
Disease – Policy Limit	\$1,000,000

 - a. Policy shall contain a waiver of subrogation against the State of Arizona its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by the Contractor.

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- b. This requirement shall not apply to: Separately, EACH Contractor or subcontractor exempt under A.R.S. 23-901, AND when such Contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

4. Professional Liability (Errors and Omissions Liability)
- | | |
|------------------|-------------|
| Each Claim | \$1,000,000 |
| Annual Aggregate | \$2,000,000 |
- a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.
- b. Policy shall contain a waiver of subrogation against the State of Arizona its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by the Contractor.
- c. The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this contract.

- B. ADDITIONAL INSURANCE REQUIREMENTS: The policies shall include, or be endorsed to include, the following provisions:

1. The State of Arizona its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
2. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

- C. NOTICE OF CANCELLATION: Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after fifteen (15) days prior written notice has been given to the State of Arizona. Such notice shall be sent directly to (State of Arizona Department Representative's Name & Address) and shall be sent by certified mail, return receipt requested.

- D. ACCEPTABILITY OF INSURERS: Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

- E. VERIFICATION OF COVERAGE: Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to (State of Arizona Department Representative's Name and Address). The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT SECTION.

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- F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as insured's under its policies or Contractor shall furnish to the State of Arizona separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the Department of Administration, Risk Management Section, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.
- H. **EXCEPTIONS:** In The event the Contractor or sub-contractor(s) are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the Contractor or sub-contractor(s) are a State of Arizona agency, board, commission, or university then none of the above shall apply.

8. RESTRICTION FOR USE OF FUNDS:

- a. Funds shall not be used for expenditures on capital construction projects, lobbying activities involving elected officials or political campaigns for individuals or any ballot proposals.
- b. Funds shall not be used to supplant other funds being used to provide covered services.

9. PROPERTY OF THE STATE:

Equipment. The title to any and all equipment acquired through the expenditure of funds received from the State shall remain the property of the State by and through the ADHS and, as such, shall remain under the sole direction, management and control of the ADHS. When this Contract is terminated, the disposition of all such property shall be determined by the ADHS. For Fixed Price contracts, when the Contractor provides the services/materials required by the contract, any and all equipment purchased by the Contractor remains the property of the Contractor. All purchases of equipment need to be reported to the ADHS Office of Inventory Control.

10. OTHER CONTRACTS:

The agency may undertake or award other Contracts for additional or related work and the Contractor shall fully cooperate with such other Contractors and state employees and carefully fit his own work to such additional work. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other Contractor or by state employees. The agency shall equitably enforce this section as to all Contractors, to prevent the imposition of unreasonable burdens on any contractor.

11. FINANCIAL MANAGEMENT:

For all contracts, the practices, procedures, and standards specified in and required by the Accounting and Auditing Procedures Manual for Arizona Department of Health Services funded programs shall be used by the Contractor in the management of contract funds and by the Department when performing a contract audit. Funds collected by the Contractor in the form of fees, donations and/or charges for the delivery of these Contract services shall be accounted for in a separate fund.

12. FINANCIAL REQUIREMENTS:

Contractors receiving federal funds under this contract shall comply with the certified finance and compliance audit provisions of the Office of Management and Budget (OMB) Circular A-133, if applicable. Contractors receiving state funds under this contract shall comply with the certified compliance provisions of A.R.S. 35-181.03.

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13. VOLUME OF WORK:

The Arizona Department of Health Services does not guarantee a specific amount of work either for the life of the contract or on an annual basis.

14. HIPPA REQUIREMENTS:

The Contractor warrants that it is familiar with the requirements of HIPAA and HIPAA's accompanying regulations and will comply with all applicable HIPAA requirements in the course of this contract. Contractor warrants that it will cooperate with the Arizona Department of Health Services (ADHS) in the course of performance of the contract so that both the ADHS and Contractor will be in compliance with HIPAA, including cooperation and coordination with the ADHS privacy Officer and other compliance officials required by HIPAA and its regulations. Contractor will sign any documents that are reasonably necessary to keep the ADHS and Contractor in compliance with HIPAA, including but not limited to, Agreements and Confidential Data Disclosure Agreement or other related agreements.

If requested by the ADHS, Contractor agrees to sign the "Arizona Department of Health Services Pledge to Protect Confidential Information (Confidentiality Statement) and to abide by the statements addressing the creation, use and disclosure of confidential information, including information designated as protected health information and all other sensitive information. In addition, Contractor agrees to attend or participate in HIPAA training offered by the ADHS or to provide written verification that the Contractor has attended or participated in job related HIPAA training that is: 1) intended to make the Contractor proficient in HIPAA for purposes of performing the services required and 2) presented by a HIPAA Privacy Officer or other person or program knowledgeable and experienced in HIPAA and who has been approved by the ADHS HIPAA Compliance Officer.

15. OFFSHORE PERFORMANCE OF WORK PROHIBITED:

Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly service the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or "overhead" services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

16. AUTHORIZATION FOR PROVISION OF SERVICES

Authorization for purchase of services under this contract shall be made only upon ADHS issuance of a Purchase Order that is signed by an authorized agent. The Purchase Order will indicate the contract number and the dollar amount of funds authorized. The Contractor shall only be authorized to perform services up to the amount of the Purchase Order. No further obligation shall exist on behalf of ADHS unless a) the Purchase Order is changed or modified with an official ADHS Procurement Change Order, and/or b) an additional Purchase Order is issued for purchase of services under this contract.

17. ADJUSTMENTS TO PAYMENT:

If the contractor is in any manner in default in the performance of any obligation under this contract, the issuing agency may, at its option and in addition to other remedies, adjust or withhold payment until satisfactory resolution of the default. The contractor shall have the right to written notice of the issuing agency's action in adjusting or withholding payment. Under no circumstances shall the issuing agency authorize payment to the contractor that exceeds the amount specified in this contract without an approved, written amendment to this contract. The issuing agency may, at its option, withhold all payment for any task order under this contract until it has received all final reports and deliverables required by the task order.

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18. FEDERAL IMMIGRATION AND NATIONALITY ACT:

The contractor(s) shall remain in compliance with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the contract. Further, the contractor(s) shall require all subcontractors to comply with this term of the contract. The State shall retain the right to perform random audits of contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the contractor(s) and/or any subcontractor(s) are noncompliant, the State may pursue all remedies allowed by law, including, but not limited to: suspensions of work, cancellation of the contract and suspension and/or debarment of the contractor.

SCOPE OF WORK

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WIC Services

1. BACKGROUND

The Arizona Department of Health Services (ADHS) Office of Chronic Disease Prevention and Nutrition Services (OCDPNS) administers funds provided by the U.S. Department of Agriculture for operation of the Special Supplemental Nutrition Program for Women, Infants and Children (WIC) within the State of Arizona or parts thereof. Distribution of funds is based on a banded formula, which provides funds based on the amount of caseload negotiated with each local agency. The amount of caseload for each local agency is based on population, need, ability to provide services, and available funds.

2. OBJECTIVE

The goal of the WIC Program is to provide supplemental foods, nutrition education, and referrals to other health and social services as an adjunct to good health care during critical times of growth and development in order to prevent occurrence of health problems and to improve the health status of eligible women, infants and children.

3. SCOPE OF SERVICE

The Contractor (local agency) shall perform all necessary efforts to administer WIC services to eligible participants, provide nutrition education services to WIC participants, provide competent staff to perform certification procedures, provide professional training to WIC staff, ensure the collection and recording of accurate information, provide administrative functions necessary for operation of the WIC Program, and prepare and submit all required plans/reports in accordance with this contract and the Arizona WIC Program Policy and Procedures Manual (WIC PPM).

Upon contract award, ADHS shall notify the Contractor by certified mail of the assigned caseload, and throughout the term of the Contract, of any changes to the assigned caseload. The Contractor shall maintain a monthly participation level of not less than 97% of the assigned caseload. If, after each quarter of the federal fiscal year (October through September), the Contractor has not attained the 97% participation level, ADHS will have the option of reducing the assigned caseload to the Contractor's current service level. ADHS may also then move the unused caseload and corresponding resources to other WIC local agencies in order to fully utilize the resources.

4. TASKS

WIC SERVICES - The Contractor shall:

1. conduct outreach activities by developing written and verbal presentations or utilizing available materials to explain the benefits and availability of the WIC Program. Presentations will target high risk and underserved populations.
2. determine eligibility of persons requesting WIC services by screening individuals in accordance with procedures set forth in the WIC PPM.
3. prescribe a food package appropriate to the participant's nutritional risk(s) and category, and issue food instruments as set forth in the WIC PPM.
4. maintain documentation, as described in the WIC PPM, of eligibility and ineligibility determinations, counseling provided to participants for Program abuse, and food instrument issuances.
5. maintain inventory and accountability records, as set forth in the WIC PPM, of food instrument stock and of food instruments issued by the Contractor.

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6. provide Program participants with information about available health and social services to which the participant could be referred. The participant will be provided with written information regarding community services and referrals in accordance with the WIC PPM.
7. coordinate WIC Services with other health and social services available within the service area, including but not limited to immunizations, voter registration, and breastfeeding support.
8. provide training to participants on program rules, regulations, foods, food instrument use, and authorized vendors. The training shall be documented in the participant's record as set forth in the WIC PPM.
9. designate a staff person to coordinate breast feeding promotion and support activities, to include the development of a plan (as set forth in the WIC PPM) to insure women participants have access to the promotion and support activities during prenatal and post-partum periods.
10. submit for approval any policy or procedure which deviates from those set forth in the Arizona WIC Program Policy and Procedures Manual.
11. assure participant confidentiality by obtaining written permission from affected program participants prior to the release of participant information to any agency. Contractor shall have a written agreement with any agency/program that will share participant information.

NUTRITION EDUCATION - The Contractor shall:

1. prepare and submit an Annual Nutrition Education Plan to include, but not be limited to:
 - goals and objectives for each target group (pregnant, post partum breastfeeding women, infants, and children), taking into account individual nutrition risks.
 - methods and materials that will be used to meet objectives for each contact and an evaluation component.
 - a staff training schedule on nutrition education with topic or content.
2. provide nutrition education to all WIC adult participants, and to parents or caretakers of infant and child participants. A minimum of two nutrition education contacts in each six-month certification period will be made and documented in the participants record (infants are certified for one year and will receive one nutrition education contact for each three-month period).
3. provide professional supervision for participant nutrition education. All nutrition education and training will be under the supervision of a Registered Dietician or WIC Nutritionist. In lieu of a Registered Dietician or WIC Nutritionist, the Contractor shall ensure the designated individual(s) have a minimum of an undergraduate degree from an accredited institution in nutrition or a related field such as biochemistry or home economics, with emphasis in nutritional science.
4. expend for nutrition education activities an aggregate amount that is not less than the sum of one-sixth (1/6) of the amount the Contractor receives for provision of WIC services each contract year. If the one-sixth amount is not expended for nutrition education activities, the Contractor shall return to ADHS an amount equal to the difference between the one-sixth requirement and the actual amount expended. Costs which can be applied to meet the one-sixth (1/6) requirement for nutrition education include, but are not limited to:
 - Salary and other costs for time spent on nutrition education, whether with an individual or group.
 - The cost of procuring and producing nutrition education materials.
 - The cost of training nutrition educators, including costs related to conducting training sessions, and purchasing and producing training materials.
 - The cost of conducting evaluations of nutrition education.
 - The salary and other costs incurred in developing the nutrition education plan.

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5. coordinate nutrition education activities and messages. Wherever possible, the Contractor shall utilize Arizona Nutrition Network materials and messages to insure common nutrition messages.

STAFFING - The Contractor shall:

1. designate a WIC Program Director/Manager (Director) who has previous WIC and/or community health experience. If the Director will certify potential WIC clients, or provide high-risk counseling and/or formula authorization to WIC participants, then the Director must be a Registered Dietician. In lieu of a Registered Dietician and with prior approval from ADHS, the Contractor shall designate a Director with a minimum of an undergraduate degree from an accredited institution in nutrition (community nutrition, public health nutrition, nutrition education, human nutrition or nutrition science) or a related field such as home economics or biochemistry with an emphasis in nutritional science.
2. provide a Registered Dietician as a WIC Nutritionist to perform high-risk counseling, formula authorization, and as necessary, certification of clients. The Contractor shall provide the services of WIC Nutritionists in a number proportional to the agency's caseload. In lieu of a Registered Dietician and with prior approval from ADHS, the Contractor shall designate a WIC Nutritionist with a minimum of an undergraduate degree from an accredited institution in nutrition (community nutrition, public health nutrition, nutrition education, human nutrition or nutrition science) or a related field such as home economics or biochemistry with an emphasis in nutritional science. Previous WIC and/or community health experience, and/or a Master's degree in a related subject are desirable.
3. provide paraprofessional certifiers such as Community Nutrition Workers or equivalent nutrition/health personnel in numbers proportional to the local agency's caseload. These individuals will certify applicants for participation in the Arizona WIC Program. Such individuals will have the minimum of a high school degree or equivalent. Previous nutrition or health related job experience is desirable.
4. provide WIC Clerks to perform administrative support within WIC clinics at the option of the Contractor. Such individuals will have the minimum of a high school degree or equivalent. Previous clerical or work experience is desirable.

STAFF TRAINING - The Contractor shall:

1. provide WIC staff training to enable paraprofessional staff members to maintain their designation as a competent professional authority, to include forty-eight (48) hours of documented training for each staff member in each contract year (October - September). Training does not have to be evenly distributed over the four quarters of the contract year, but some level of training shall be conducted each quarter. The training shall include:
 - at least thirty-six (36) hours of nutrition education will be in the identification of, understanding of, education about, and documentation of nutrition risks. Other subjects will include breast-feeding promotion, substance abuse education, food package, and formula prescription. Training in the techniques for interviewing and counseling will also be included.
 - an additional twelve (12) hours of WIC related education shall be provided and may include areas such as program rules, food instrument issuance, referral procedures, computer skills, customer service, and safety.
2. provide training for all new staff members regarding Civil Rights and Americans with Disabilities Act (ADA) during their orientation and, annually, provide all staff with training on Civil Rights and (ADA) issues.
3. provide a representative for each meeting or training session designated as mandatory by ADHS.

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DATA COLLECTION - The Contractor shall:

1. complete all data elements required on the Arizona In Motion (AIM) data system as outlined in the WIC PPM.
2. utilize the hardware and software provided by the Arizona WIC Program to operate the Contractor's portion of the AIM data system.

ADMINISTRATIVE SERVICES - The Contractor shall:

1. in addition to complying with the Accounting and Auditing Procedures Manual for Contractors of ADHS Funded Programs (AAPM) and the Special Terms & Conditions, page 18, paragraph 9, regarding Equipment:
 - maintain a formal inventory listing or subsidiary record of all equipment owned by the Contractor in an organized manner as an official part of the official accounting system. The capital equipment listing will include the following: tag or ID number, description, purchase cost or fair market value on date of donation, purchase or donation date, location, and disposal date. For purposes of this contract, capital equipment is equipment costing \$1,000 or more.
 - provide appropriate maintenance and upkeep for all equipment purchased with WIC funds. Maintenance may be provided through the Contractor's own organization or the Contractor may participate in State maintenance contracts where available.
 - obtain written permission from the ADHS prior to expending WIC funds to purchase equipment with a value of \$1,000 or more.
 - receive written permission from ADHS prior to expending WIC funds for the purchase of any automated data processing (ADP) related item: hardware (e.g. computers, printers) or software, regardless of cost.
 - obtain specific written approval from ADHS prior to the transfer or disposal of any equipment purchased with WIC funds.
2. maintain the following documentation records of WIC services:
 - Signed consent forms for blood work
 - Signed rights and responsibilities form for enrolled participant/files (active and inactive)
 - Eligible participant files (active and inactive)
 - Ineligible applicant forms/files
 - Monthly Participation Reports by Category and Ethnicity
 - Outreach files
 - Staff files: Training and annual evaluations
 - Documentation of dual participation actions
 - Waiting lists (when applicable)
 - Reconciliation of voided food instruments
 - Civil rights file to include documentation and resolution of all civil rights complaints
 - Documentation of annual civil rights training of all employees.
3. correct any regulatory deficiency or discrepancy noted during Management Evaluations, Audits, or Program Financial Reviews within 60 calendar days of the date of the audit report unless an extension date is granted by the auditing/reviewing agency and documented.
4. prepare and submit a monthly Contractor's Expenditure Report

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5. prepare and submit a final Contractor's Expenditure Report reflecting the cumulative expenditures for a contract year by the Contractor for the WIC Program
6. prepare and submit an Annual Outreach Plan in accordance with the requirements in the WIC PPM.
7. prepare and submit an Annual WIC Expenditure Report in accordance with the requirements in the WIC PPM.
8. prepare and submit all required plans/reports in accordance with the requirements in the Arizona WIC Program Policy and Procedures Manual.

5. REQUIREMENTS

Eligible program participants shall include:

- pregnant women, breast feeding women up to 12 months post partum, and non-breast feeding women up to 6 months post partum whose household income does not exceed 185% of the current designated federal poverty guidelines and who have a nutritional risk as defined in the WIC PPM and reside in the service area of the Contractor.
- infants up to 12 months whose household income does not exceed 185% of the current designated federal poverty guidelines and who have a nutritional risk as defined in the WIC PPM and reside in the service area of the Contractor.
- children age 1 year through 4 years whose household income does not exceed 185% of the current designated federal poverty guidelines and who have a nutritional risk as defined in the WIC PPM and reside in the service area of the Contractor.

6. REFERENCE DOCUMENTS

Arizona WIC Program Policy and Procedures Manual

7. STATE PROVIDED ITEMS

1. Arizona WIC Program Policy and Procedures Manual
2. Necessary hardware and software for operation of the AIM database system
3. WIC Food Instrument stock
4. Contractor's Expenditure Report (electronic)
5. Training opportunities to assist the Contractor in meeting staff education requirements as listed in TASKS-STAFF TRAINING.

8. APPROVALS

Any policy or procedure which deviates from those set forth in the Arizona WIC Program Policy and Procedures Manual requires approval from ADHS

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9. DELIVERABLES

The Contractor shall submit:

1. required copies of Policies and Procedures, as needed
2. a monthly Contractor's Expenditure Report not later than the 30th day following the end of the report month.
3. a final Contractor's Expenditure Report not later than 90 days following the end of the contract year.
4. an Annual Nutrition Education Plan by July 1 of each contract year
5. an Annual Outreach Plan by July 1 of each contract year
6. an Annual WIC Expenditure Report not later than 90 days following the end of the contract year.
7. all required plans/reports as described in the Arizona WIC Program Policy and Procedures Manual

10. NOTICES, CORRESPONDENCE, REPORTS AND INVOICES

Notices, correspondence, reports and invoices from the Contractor to ADHS shall be sent to:

Nutrition Programs Manager
Office of Chronic Disease Prevention and
Nutrition Services
Arizona Department of Health Services
150 North 18th Avenue, Suite 310
Phoenix, Arizona 85007

Notices, correspondence, reports and payments from ADHS to the Contractor shall be sent to:

Contractor Position Name
Company
Street Address
City, State, Zip Code
Telephone number:
Facsimile number

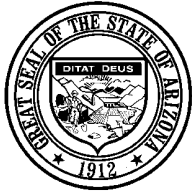
PRICE SHEET SOLICITATION HP754020
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PRICE SHEET

Cost Reimbursement Line Item Budget

ACCOUNT CLASSIFICATION	AMOUNT
Personnel	
Employee Related Expenses	
Professional and Outside Services	
Travel Expense	
Occupancy Expense	
Other Operating Expenses	
Capital	
T-1 Data Line Expense	
Training Expense	
Indirect (if authorized)	
TOTAL	

With prior written approval from the Program Manager, the contractor is authorized to transfer up to a maximum of 10% of the total budget amount between funded line items, except for T-1 Data Line Expense and Training Expense line items. Any adjustment (increase or decrease) to T-1 Data Line Expense or Training Expense shall require an amendment. Transfers exceeding 10% or to a non-funded line item shall require an amendment.



OFFER AND ACCEPTANCE

Solicitation Number: HP754020

**ARIZONA DEPARTMENT
OF HEALTH SERVICES**

1740 West Adams Street
Phoenix, Arizona 85007
(602) 542-1040
(602) 542-1741 Fax

Submit this form with an original signature to the:

**Arizona Department of Health Services
Office of Procurement
1740 West Adams, Room 303
Phoenix, Arizona 85007**

The Undersigned hereby offers and agrees to furnish the material, service or construction in compliance with all terms, conditions, specifications and amendments in the solicitation.

Arizona Transaction (Sales) Privilege Tax License No:

Federal Employer Identification No:

For Clarification of this Offer, Contact:

Name:

Telephone: _____

FAX: _____

Company Name

Signature of Person Authorized to Sign Offer

Address

Printed Name

City, State, ZIP Code

Title

OFFER ACCEPTANCE AND CONTRACT AWARD (For State of Arizona Use Only)

Your Offer is hereby accepted as described in the Notice of Award. The Contractor is now bound to perform based upon the Solicitation and the Contractor's Offer as accepted by the State.

This Contract shall henceforth be referred to as Contract Number:

HP754020

The Contractor is hereby cautioned not to commence any billable work or provide any material, service or construction under this contract until the Contractor receives an executed purchase order or contract release document or written notice to proceed, if applicable.

State of Arizona

Awarded this _____ day of _____, 2006.

PROCUREMENT OFFICER



CERTIFICATE OF INSURANCE

**ARIZONA DEPARTMENT OF
HEALTH SERVICES**
1740 W. Adams, Room 303
Phoenix, Arizona 85007
(602) 542-1040
(602) 542-1741 Fax
ATTN: Denise Pawlak

Solicitation No: HP754020

PRIOR TO COMMENCING SERVICES UNDER THIS CONTRACT, THE CONTRACTOR MUST FURNISH THE DEPARTMENT, CERTIFICATION FROM INSURER (S) FOR COVERAGES IN THE MINIMUM AMOUNTS AS STATED BELOW, THE COVERAGES SHALL BE MAINTAINED IN FULL FORCE AND EFFECT DURING THE TERM OF THIS CONTRACT, AND SHALL NOT SERVE TO LIMIT ANY LIABILITIES OR ANY OTHER CONTRACTOR OBLIGATIONS

NAME AND ADDRESS OF INSURANCE AGENCY	A	COMPANY LETTER	COMPANIES AFFORDING COVERAGE
	B		
Name And Address of Insured	C		
	D		

This is to certify that the policies of insurance listed below have been issued to the insured named above and are in force at this time

Company Letter	Type of Insurance	Policy Number	Policy Expiration Date	Limits of Liability Minimum – Each Occurrence
	<input checked="" type="checkbox"/> Comprehensive General Liability <input type="checkbox"/> Premises Operations <input type="checkbox"/> Contractual <input type="checkbox"/> Independent Contractors <input type="checkbox"/> Products/Completed Operations <input type="checkbox"/> Personal Injury <input type="checkbox"/> Broad Form Property Damage <input type="checkbox"/> Explosion & Collapse (If Applicable) <input type="checkbox"/> Underground Hazard (If Applicable)			Bodily Injury Per Person Each Occurrence Property Damage OR Bodily Injury AND Property Damage Combined
	<input type="checkbox"/> Comprehensive Auto Liability Including Non-Owned (If			Same as Above
	<input type="checkbox"/> Umbrella Liability			Necessary if Underlying Not Above Minimum
	<input checked="" type="checkbox"/> Workmen's Compensation and Employer's Liability			Statutory Each Accident
	<input type="checkbox"/> Other			

State of Arizona and the Department named above are added as additional insured as required by statute, contract, purchase order or otherwise requested. It is agreed that any insurance available to the named insured shall be primary of other sources that may be available.

It is further agreed that no policy shall expire, be canceled or materially changed to affect the coverage available to the State without thirty (30) days written notice to the State. THIS CERTIFICATE IS NOT VALID UNLESS COUNTERSIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE INSURANCE COMPANY.

Name and Address of Certificate Holder:

Date Issued _____

Authorized Representative

ATTACHMENT A
BUDGET DEVELOPMENT GUIDELINES

Specific types of Provider costs are to be grouped into six budget categories. Within the total cost for each budget category, a series of line item costs are to be identified. All budgeted amounts are to be rounded to the nearest dollar in each line item and budget category. It is essential that category costs be comprised of the same item costs as specified in these Guidelines.

1. PERSONNEL SERVICES

- a. Compensation for personnel services is an allowable expense for Provider employees whose work is necessary for the provision of contract services.
- b. Salaries to be charged to the service must relate directly to work on the service. Salaries of employees involved in work on non-contract services must be properly apportioned and later supported by appropriate time distribution records or any other acceptable method.
- c. Benefits such as vacation, sick and administrative leave, holidays and routine training participation time are to be included in the amount budgeted for an employee's salary. In addition, any salary increases due an employee during the contract period must be included in the budgeted salary costs.

2. EMPLOYEE RELATED EXPENSES (ERE)

- a. Employee related expenses (fringe benefits) are allowances and services offered by the Provider agency to its employees as compensation in addition to regular salaries. Fringe benefits must be applied only to that portion of an employee's salary or wages attributable to the service. Fringe benefits budgeted in the contract must be earned during the contract period. Benefits accrued prior to the contract, but not yet paid out, are not expenses allowed by the Department.
- b. Fringe benefits include, but are not limited to Social Security (FICA), Unemployment Insurance, Worker's Compensation, health and life insurance, and retirement. The portion of the cost of these benefits paid by the employee is not an expense of the Provider agency. The employer's cost of these benefits is an eligible Provider agency expense.

3. PROFESSIONAL AND OUTSIDE SERVICES

- a. Professional and consultant services, rendered by individuals or organizations, are allowable expenses if the services are directly related and essential to the contract service(s). The normal types of professional or outside services which may be placed in this budget category are those which relate to the legal, accounting, management, training/education, medical, social service and psychological professions.
- b. A written specification, of each of the consultant services to be performed, is to be available for the purpose of budget estimating and subsequent audits. The specifications normally will include estimates by item, all consultant costs such as travel, supplies, meetings or any directly related costs of the consultant. Professional and Outside services are frequently purchased on an hourly basis. It is, therefore, recommended that such services be budgeted on a per hour billing basis.

4. TRAVEL

- a. Travel will include the cost of transporting staff and clients during the provision of contract services. The following allowable travel costs are included within this category:
 - i. Staff-owned vehicles: mileage reimbursement;
 - ii. Provider agency-owned vehicles: operating expenses and depreciation;
 - iii. Sub-contracted travel services;
 - iv. Rented vehicles;
 - v. Government motor pool vehicles;
 - vi. Public transportation; and
 - vii. Per Diem.
- b. Staff-Owned Vehicles
 - i. The travel cost of a vehicle owned by a Provider employee should be budgeted no greater than the offerors designated mileage reimbursement rate. In public Provider agencies, the mileage rate is determined by the branch of government with which the Provider agency is affiliated. Public Provider agencies may budget up to the maximum rate allowable in their city, county or municipality. The actual cost of tolls and parking fees may be

budgeted for employees using their vehicles for contract services.

c. Provider Agency-Owned Vehicles

- i. Travel costs for vehicles owned by a Provider agency must be budgeted on an actual cost method. Actual costs will include fuel, maintenance and repair, insurance, registration fees, tolls, parking fees and depreciation.
- ii. There are two methods to budget motor vehicles with regard to acquisition cost:
 - (1) The vehicle may be purchased with Provider agency funds. The cost will be depreciated over the useful life of the vehicle. The current year depreciation expense is listed in the Travel Category of the Service Budget.
 - (2) The agency may budget the entire acquisition cost as a first year expense under the Equipment Category.

d. Rented Vehicles

- i. If either a public or private Provider agency is renting vehicles from a private rental agency, the actual rental cost plus fuel (unless fuel is included in the rental cost) should be used to budget the cost. Rental costs will be considered reasonable depending on the type and degree of use and current fair market value of the model of vehicle. If a vehicle has been rented by the Provider until its acquisition cost has been reduced to below \$5,000, it may be purchased and budgeted as a current cost.

e. Motor Pool Vehicles

- i. Provider agencies using vehicles supplied by a county or municipal motor pool may budget for travel by using the rate fixed by the motor pool.

f. Public Transportation

- i. In cases in which public transportation is used for authorized travel by employees or clients of the Provider, the actual cost of fares required should be estimated. Fare or any other expenses for staff members to commute to and from work are not an allowable cost.

g. Per Diem

- i. While Providers are encouraged to minimize the overnight travel costs, certain contract services may require occasional overnight travel on the part of employees. In such cases, per diem expenses should be budgeted no greater than the offerors designated per diem reimbursement rate. For public Provider agencies, the per diem rate is determined by the branch of government with which the Provider is affiliated. Public Provider agencies may budget up to the maximum rate allowable in their city, county or municipality.

5. OTHER OPERATING

- a. Other Operating costs include materials and supplies, space and occupancy and general operating services. Costs related to space needed for the delivery of contract services are allowable expenses. Space costs include the expense of a facility and other expenses directly related to the operation of the facility. Space Costs, however, do not include the purchase or major modification of land or facilities.
- b. The costs of materials and supplies, necessary for the delivery of contract services, are allowable budgeted expenses. Such costs should be calculated by deducting from the purchase price, all cash and trade discounts, rebates, and allowances to be received by the Provider agency.

c. Program Supplies

- i. Program supplies include consumable supplies used directly in the provision of contract services.

ii. Materials

Materials are consumable supplies used directly by the clients in the provision of contract services. Material supplies will include but need not be limited to:

- (1) Arts and Crafts;
- (2) Housekeeping Goods (dishes, linens, etc.);
- (3) Client Activities Costs;
- (4) Toys; and
- (5) Literature.

iii. Medical Items

- (1) Medical care is an allowable cost if it is necessary to achieve the objective of the contract services.
- (2) Professional Medical Services: The cost of medical professionals is an allowable expense. However, the cost should normally appear in the Personnel or Professional and Outside Services Category contingent upon the terms of the agreement between the Provider agency and the medical professional(s).
- (3) Pharmaceuticals: Pharmaceuticals should be budgeted on an actual cost basis.
- (4) Medical Supplies: Medical supplies should be budgeted on an actual cost basis.

d. Office Supplies

i. General Office Supplies

- (1) Office supplies are consumable supplies necessary to efficient administrative and service operations of the service program. The cost of this item may be budgeted by using a reasonable base cost per employee for the contract term multiplied by the total number of employees needing office supplies. Justification of the base cost must be available upon request.

ii. Equipment

- (1) Any piece of equipment with an acquisition cost of up to \$4,999.99 will be budgeted under the Other Operating Category. Budgeting of such pieces of equipment will be done on an actual cost basis. All Pieces of equipment with an acquisition cost of \$5,000 or more should be budgeted under the Capital Outlay Category.

iii. Postage

- (1) Postage may be budgeted by applying a monthly base to the total number of months in the contract. When applicable, Provider agencies should apply for and utilize special bulk mail rates.

iv. Reproduction and Printing

- (1) The cost of printing and reproduction services, necessary for the performance of the contract, including but not limited to forms, reports, manuals and informational literature is allowable. However, if a cost for the rental of a photocopier has been budgeted, care must be taken to avoid duplication of costs. When budgeting for reproduction and printing services, enter a reasonable estimate of actual costs.

e. Maintenance of Space

- i. This item includes costs necessary for the upkeep of the Provider's facilities, which neither add to the permanent value of these facilities nor appreciably prolong their intended life, but keep them in an efficient operating condition. This includes estimates of the actual costs of material needed for the maintenance and repair of the Provider's facilities or for sub-contracted maintenance services.

f. General Operating

- i. Central Services: Service costs such as administrative, data processing, payroll, supply and duplicating facilities on which the expense can be calculated and segregated as a direct cost are to be entered in this item. Support these budgeted expenses by indicating the basis of the cost.
- ii. Communication: Telephone and answering service costs, as well as telephone directory listings, which assist the client to identify and contact the Provider agency for contract services, will be permitted.
- iii. Bonding: Premiums for bonding costs will arise when there is a need to protect the provider agency and government against financial loss. Bonding practices beyond those which the Provider agency should normally use as good business practice will not be required. The most common bonding classification is that of a fidelity bond sufficient to cover the potential loss of accessible funds.
- iv. Advertising: To acquire quality goods or services at a low cost; to recruit potential employee; or to inform the public of the availability of services.
- v. Training: Provider agency employees are eligible for training directly related to the contract services. The necessary and appropriate expense related to training activities is to be included in this line item. The basis for

this budgeted expense must be documented is the Proposal Itemized Service Budget, and a detailed description of the training activities must be rendered in the Program/Administration Section.

- vi. Trade, Business, Technical and Professional Activities: A series of costs may be encountered which assist in providing reference background, updating employees' knowledge and maintaining liaison or contact with similar activities. Expenses in this line item will be allowable when the costs are proven to be of direct benefit to the contract services. The following types of costs may be part of this item's budget expense:

- (1) Library - purchases and fees;
- (2) Subscriptions - professional literature;
- (3) Membership - dues; and
- (4) Professional activities, clubs and meetings.

- vii. General Liability Insurance: Insurance costs are those insurance costs which the Provider is required to carry, or which are approved under the terms of the contract and any other insurance which the Provider maintains in connection with the general conduct of its business (excluding insurance on the building and contents which should be listed as a line item under Other Space Costs in the Space Category). The Provider can ascertain from the Department what types and amount of insurance coverage should be purchased.

6. CAPITAL OUTLAY (EQUIPMENT)

- a. The cost of equipment essential to the delivery of contract services and the maintenance of that equipment is allowable as a budgeted expense. Equipment which materially increases the value or useful life of a facility is unallowable.
- b. The Equipment Category, which includes office and program equipment, has been subdivided into two sections: (1) Equipment Costs, and (2) Equipment Maintenance Costs. (Provider agencies should note that vehicle operating expenses are to be budgeted within the Travel Category.)

- c. Capital Equipment Costs

- i. Capital equipment costs may be budgeted through one of the following four methods:

- (1) Purchase;
 - (2) Rental/Lease;
 - (3) Depreciation; and
 - (4) Use Allowance.

- d. Equipment Maintenance Costs

- i. To keep equipment at an efficient operating level, various maintenance services may be necessary.
 - ii. Maintenance services provided by vendors either under a services subcontract or as random repairs will be budgeted under this sections. Care must be used that costs of maintenance services call do not duplicate maintenance fees provided for in rental agreements. Maintenance costs must be calculated in proportion to the use of the item by the Provider agency in the delivery of contract services.

7. OTHER

- a. Indirect costs - Indirect costs are those incurred for a common or joint purpose benefiting more than one cost objective or activity and not readily assignable to the cost objectives specifically benefited, without effort disproportionate to the results achieved.

Attachment A

WORKSHEET

Itemized Service Budget

<u>1. Personnel</u>				
FTE	Total Salary for	% Allocated		
Position/Name	Level	Contract Period	to Service	TOTAL
				TOTAL \$0
<u>2. Employee Related Expenses</u>				
Item	Basis			TOTAL
FICA				
Unemployment Insurance				
Worker's Compensation				
Retirement				
Life Insurance				
Health Insurance				
				TOTAL \$0
<u>3. Professional and Outside Services</u>				
Item	Basis			TOTAL
				TOTAL \$0
<u>4. Travel Expenses</u>				
Item	Basis			TOTAL
				TOTAL \$0
<u>5. Other Operating</u>				
Item	Basis			TOTAL
				TOTAL \$0
<u>6. Capital Outlay Expenses</u>				
Item	Basis			TOTAL
				TOTAL \$0
<u>7. Other</u>				
Item	Basis			TOTAL
			\$0	\$0
				TOTAL \$0
				GRAND TOTAL <u>\$0</u>

The TOTAL for each category shall be entered on the contract PRICE SHEET (the totals for the T-1 Data Line expense and the Training Expense will be taken from the Program Operations Worksheet T1 Lines and Training Support Amounts).

1. Proposed Service Delivery Area(s):

Describe the geographical areas and population (Ethnicity and Race) to be served.

2. Proposed Caseload by Category:

CATEGORY	PROPOSED MONTHLY CASELOAD
Pregnant	
Breastfeeding	
Post Partum	
	Add above to get TOTAL WOMEN
TOTAL WOMEN	
TOTAL INFANTS	
TOTAL CHILDREN	
TOTAL PROPOSED MONTHLY CASELOAD	

3. Proposed Funding for a Contract Year

- Multiply the Total Proposed Monthly Caseload by the amount given per band. If caseload is below 600 participants per month, add \$12,000 on the line provided in the chart (not shown in example)
- State your T1 (data communications) line costs and attach supporting documentation.
- Add Training Support costs as per the total of the completed WIC STAFF TRAINING PLAN forms (Attachment C). A separate form must be submitted for each employee (only one class per employee per contract term), including travel expenses.

Example: Proposed Monthly Caseload - 7,537 participants

BAND	FORMULA		AMOUNT
A - 1 to 1,500	1,500 x \$ 12.37	X 12 months	\$ 222,660.00
B - 1,501 to 7,500	6,000 x \$ 9.87	X 12 months	\$ 710,640.00
C -> 7,501	35 x \$ 8.27	X 12 months	\$ 3,473.40
T1 Lines			\$ 0
Training Support			\$ 0
TOTAL PROPOSED FUNDING	1500+6000+35=7537		\$ 936,7333.40

Calculate the total proposed funding from the total proposed monthly caseload

BAND	FORMULA		AMOUNT
A - 1 to 1,500	x \$ 12.37	X 12 months	\$
If caseload below 600, enter \$12,000 in the amount column			\$
B - 1,501 to 7,500	x \$ 9.87	X 12 months	\$
C -> 7,501	x \$ 8.27	X 12 months	\$
T1 Lines			\$
Training Support			\$
TOTAL PROPOSED FUNDING			\$

Utilizing the Total Proposed Funding from the above chart and the Budget Development Guidelines, develop the Proposed Itemized Service Budget using the Budget Development Worksheet.

ATTACHMENT C

WIC STAFF TRAINING PLAN

AGENCY: _____ EMPLOYEE NAME: _____

CAC DIETETIC EDUCATION PROGRAM (DEP COURSES)					
DEP Course		Target Completion Date	Travel Expenses	Registration and Materials	Total Requested
NTR 104: Basic Nutrition					
NTR 123: Nut. Through the Life Cycle					
NTR 222: Nutritional Assessment					
NTR 127: Breastfeeding					
ADDITIONAL TRAINING (Example: IBCLC Review Courses)					
Target Date(s)	Topic(s)	Target Completion Date	Travel Expenses	Registration and Materials	Total Requested